

ORIGINAL

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U.S. DISTRICT COURT
DISTRICT OF IDAHO
BOISE, IDAHO

JUN 3 - 2004

FILED _____
LODGED _____

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO**

AHMAD GOLRANGI,

Plaintiff,

vs.

ROMAR ELECTRIC, INC., and
McALVAIN CONSTRUCTION, INC.

Defendants.

Case No: CIV 04-225-S-BLW

**ANSWER OF ROMAR
ELECTRIC COMPANY, INC.**

COMES NOW the Defendant Romar Electric Company, Inc., by and through its attorneys of record, Merrily Munther of the firm Penland Munther Goodrum, Chartered, and for answer to the Complaint on file herein admits, denies and alleges as follows:

FIRST DEFENSE

Plaintiff's Complaint fails to state a claim against Defendant upon which relief may be granted.

SECOND DEFENSE

1. Defendant denies each and every allegation of Plaintiff's Complaint not

herein expressly and specifically admitted.

2. Defendant admits the allegations of paragraphs I and II of the Complaint.

3. Defendant admit that Plaintiff was employed by this Defendant and is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations of paragraph III of the Complaint and, therefore, denies each and every such allegation.

4. Defendant admits the allegations of paragraphs IV and V of the Complaint.

5. Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations of paragraphs VI of the Complaint and, therefore, denies each and every such allegation.

6. Defendant admits that Plaintiff was a journeyman electrician while employed by Romar Electric Company, Inc., and is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations of paragraph VII of the Complaint and, therefore, denies each and every such allegation.

7. Defendant admits the allegations of paragraph VIII of the Complaint.

8. Defendant admits that Romar Electric Company, Inc., was a subcontractor at the construction site and the employer of the Plaintiff. Defendant denies the remaining allegations of paragraph IX of the Complaint.

9. Defendant is without sufficient information or knowledge to form a belief

as to the truth of the allegations of paragraph X and, therefore, denies the same, except that Defendant denies that Allen Lang made any statement about the Plaintiff during the discussion in the electrical room.

10. Defendant admits that Mr. Lang made a phone call to Romar's foreman after Mr. Golrangi disrupted the work of the drywall crew in the electrical room. Defendant also admits that the following Monday morning, September 15, 2003, Plaintiff's employment by Romar Electric was terminated. Defendant denies the remaining allegations of paragraph XI of the Complaint.

11. Defendant denies the allegations of paragraph XII of the Complaint.

12. Defendant realleges and incorporates by this reference in response to the allegations of paragraph XIII of the Complaint, its responses to the allegations incorporated in said paragraph by reference.

13. Defendant denies the allegations of paragraphs XIV, XV, XVI and XVII of the Complaint.

THIRD DEFENSE

Plaintiff's Complaint fails to set forth a claim for which relief may be granted.

FOURTH DEFENSE

Plaintiff's claims may be barred, in whole or in part, by Plaintiff's own conduct.

FIFTH DEFENSE

The conduct described within Plaintiff's Complaint was proximately caused, if at all, by the acts or omissions of third parties over whom Defendant had no control.

SIXTH DEFENSE

Plaintiff's damages, if any, are limited by the provisions of Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, and/or the Idaho Human Rights Act.

SEVENTH DEFENSE

Defendant acted at all times relevant to the Complaint in good faith with regard to Plaintiff, had reasonable grounds for believing that its actions were not in violation of any law, and acted for legitimate and nondiscriminatory reasons.

EIGHTH DEFENSE

Plaintiff did not experience an adverse employment action based on race and/or national origin discrimination.

NINTH DEFENSE

The actions and damages alleged within Plaintiff's Complaint were proximately caused, if at all, by Plaintiff's own acts or omissions.

TENTH DEFENSE

Plaintiff is barred from recovery, in whole or in part, for failing to mitigate his damages.

ELEVENTH DEFENSE

Defendant prohibited discrimination based on race, national origin or other status in a protected class and made good faith efforts to inform employees of its anti-discrimination policy.

TWELFTH DEFENSE

Plaintiff's claims are barred by the principles of the doctrine of waiver.

THIRTEENTH DEFENSE

Plaintiff's claims are barred by the principles of the doctrine of estoppel.

FOURTEENTH DEFENSE

By virtue of pleading a "defense" above, Defendant does not admit that said defense is an "affirmative defense" within the meaning of applicable law, and Defendant does not thereby assume the burden of proof not otherwise imposed upon it as a matter of law. In addition, in asserting any of the above defenses, Defendant does not admit any fault, responsibility, liability or damage, but, to the contrary, expressly denies the same.

ATTORNEY FEES

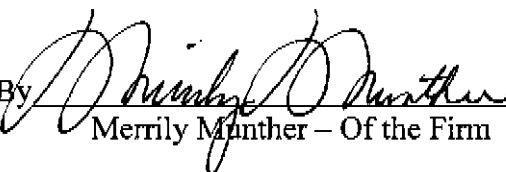
Defendant has been required to retain the services of the law firm of Penland Munther Goodrum, Chartered, to defend against the within action and is entitled to recover reasonable attorney fees and costs of suit pursuant to Title 42 United States Code §2000e-5(k).

WHEREFORE, Defendant prays:

1. That Plaintiff take nothing by his Complaint, and that the Complaint in this action be dismissed with prejudice;
2. For its costs and reasonable attorney fees; and
3. For such other and further relief as the Court deems proper.

Dated this 3d day of June, 2004.

PENLAND MUNTHER GOODRUM, CHTD.

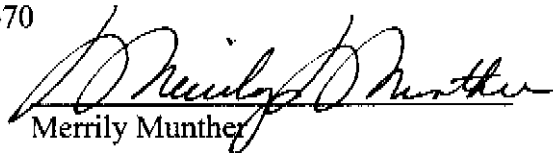
By 
Merrily Munther – Of the Firm

CERTIFICATE OF SERVICE

I, the undersigned, certify that on the 3d day of June, 2004, caused a true and correct copy of the foregoing to be forwarded with all required charges prepaid, by the method(s) indicated below, in accordance with the Rules of Civil Procedure, to the following person(s):

Chris Kronberg, Esq.
Bowen & Bailey, LLP
P.O. Box 1007
Boise, Idaho 83701-1007
Facsimile No. (208) 344-9670

Hand Delivery	_____
U.S. Mail	<u> X </u>
Facsimile	_____
Overnight Mail	_____


Merrily Munther